242. This rule was definitely changed in the early eighteenth century when the English courts held that a contract in partial restraint of trade was valid when reasonable. *Mitchel* v. *Reynolds* (1711) 1 P. Wms. 181. To be reasonable the promisee must have an economic interest in the restraint sought. See *Hubbard* v. *Miller* (1873) 27 Mich. 15, 20. Apart from this, the courts adopted rather rigid rules as to what were reasonable restrictions. A restriction, unlimited in time and space, was void as unreasonable. *Alger* v. *Thacher* (1837) 36 Mass. 51; see *Chappel* v. *Brockway* (N. Y. 1839) 21 Wend. 157, 159. Likewise if unlimited in space. *Wiley* v. *Baumgardner* (1884) 97 Ind. 66. Where limited in space though not in time, it was valid. *Cook* v. *Johnson* (1879) 47 Conn. 175; *Hubbard* v. *Miller, supra.* In modern times new tests have been adopted. The House of Lords definitely abandoned the old tests and enforced a restriction unlimited in space. *Nordenfelt* v. *Nordenfelt* [1894] A. C. 535. In this country the courts are also abandoning the old tests and often hold general restrictions reasonable. *Carter* v. *Alling* (C. C. 1890) 43 Fed. 208; *cf. Diamond Match Co.* v. *Roeber* (1887) 106 N. Y. 473, 13 N. E. 419. Modern courts also distinguish between promises of a vendor selling his business and those given by employee to employer. Such a distinction was intimated in *Nordenfelt* v. *Nordenfelt, supra,* 566, and definitely laid down in *Mason* v. *Provident etc. Co., Ltd., supra,* and in *Morris, Ltd.* v. *Saxelby* (1916) 114 L. T. R. 618. The courts are more reluctant to uphold the contract between employer and employee. See *Mason* v. *Provident etc. Co., Ltd., supra,* 738. The employer must show that the restrictions are reasonably necessary for the protection of his trade secrets and are not merely to prevent competition. See *Morris, Ltd.* v. *Saxelby, supra,* 620. The modern tests in this country are very similar. The vendor-vendee cases, and employer-employee cases are distinguished. See *Kinney* v. *Scarborough Co.* (1912) 138 Ga. 77, 81, 82, 74 S. E. 772; *Freudenthal* v. *Espey* (1909) 45 Col. 488, 503, 504, 102 Pac. 280. Where the restriction is for a period coextensive with that of the employment it is reasonable. See *Harrison* v. *Glucose etc. Co.* (C. C. A. 1902) 116 Fed. 304, 309. If it extends beyond that it will be enforced when the restraint is for the protection of trade secrets. *Magnolia Metal Co.* v. *Price* (1901) 65 App. Div. 276, 72 N. Y. Supp. 792; *Harrison* v. *Glucose etc. Co., supra*; *Carter* v. *Alling, supra*; *Freudenthal* v. *Espey, supra.* The reasonableness of restrictions in employer-employee contracts may be tested by the following rules: (1) Whether the restrictions are general or not is of itself immaterial; (2) restrictions not lasting beyond the period of employment are reasonable; (3) if they extend beyond that period and have as a purpose the protection of trade secrets, they are reasonable.

COPYRIGHTS—RIGHTS OF CO-AUTHORS ONE OF WHOM HAS OBTAINED A COPYRIGHT.—The plaintiff contracted with a theatrical firm to complete her scenario, and they later contracted with the defendants for assistance. When completed, one of the defendants copyrighted the opera and denied the plaintiff any share in the royalties. The plaintiff seeks to have the copyright held in trust to the extent of her rights as co-author, and prays an accounting. *Held,* for the plaintiff. *Maurel* v. *Smith* (C. C. 2nd Cir. 1921) 64 N. Y. L. J. 1535.

The plaintiff and the defendants were co-authors of the production, the essence of joint authorship being the co-operation in a common design. Copinger, *Law of Copyright* (1904) 109-110; see *Levy* v. *Rutley* (1871) L. R. 6 C. P. 523, 529. As such they were engaged in a joint enterprise and as co-authors became joint owners of their production. In a joint enterprise the benefits secured by one inure to the benefit of all. *Getty* v. *Devlin* (1873) 54 N. Y. 403. In such an enterprise a bill in equity to account is the proper action by which one party enforces his rights against the others. *Bradley* v. *Wolff* (1903) 40 Misc. 592, 83 N. Y. Supp. 13.

The rights of the parties in literary work, such as the opera in the instant case, are governed by the same rules as rights in other personal property. *Palmer* v. *DeWitt* (1872) 47 N. Y. 532, (*semble*). As any other property, a copyright may be held in trust for the true owner. See *Harms & Francis* v. *Stern* (C. C. A. 1915) 229 Fed. 42. Since the plaintiff was entitled to any benefits that should be secured by her co-authors, and since in equity she would be entitled to a share of the profits arising as a result of the copyright, the defendant must hold the copyright in trust for her to the extent determined by the accounting.

EMPLOYERS' LIABILITY ACTS—VIOLATION OF CHILD LABOR STATUTE AS NEGLIGENCE PER SE—RECOVERY BY PARENT.—An Ohio statute subjects those violating the Child Labor Act to a criminal prosecution. In violation of the Act, the plaintiff consented to his son being employed in the defendant's factory. Upon the death of his son, caused by an accident in the factory, the plaintiff, a beneficiary of the action, sued as administrator. *Held,* the lower court erred in not submitting to the jury the question of the parent's contributory negligence. *Star Fire Clay Co.* v. *Budno* (C. C. A. 6th Cir. 1921) 269 Fed. 508.

The breach of duty involved in the violation of a Child Labor Act is generally termed negligence per se. *Leathers* v. *Tobacco Co.* (1907) 144 N. C. 330, 57 S. E. 11; *Morris* v. *Stanfield* (1898) 81 Ill. App. 264; but see *Marino* v. *Lehmaier* (1903) 173 N. Y. 530, 66 N. E. 572. This is because the legislature fixes the age below which it considers it unsafe for a child to work in a factory. See (1903) 3 COLUMBIA LAW REV. 344. In many jurisdictions actual contributory negligence does not defeat an action by the minor. *Stehl* v. *Jaeger Auto. Mach. Co.* (1909) 225 Pa. St. 348, 74 Atl. 215; *Strafford* v. *Republic Iron Co.* (1909) 238 Ill. 371, 87 N. E. 358; *contra, Beghold* v. *Auto Body Co.* (1907) 149 Mich. 14, 112 N. W. 691. To hold otherwise would defeat the immediate purpose of the statute. A parent, however, who permits the employment of a child below the statutory age, commits a wrong which is treated as contributory negligence, barring a recovery by the parent. See *Kentucky Utilities Co.* v. *McCarty's Admr.* (1916) 169 Ky. 38, 42, 183 S. W. 237; *Dickenson* v. *Stuart Colliery Co.* (1912) 71 W. Va. 325, 76 S. E. 654, (*semble*). And unless the greater economic pressure on the parents of such children is taken into consideration, the parent seems to be *in pari delicto* with the employer. See *Kentucky Utilities Co.* v. *McCarty's Admr., supra,* 42. If a parent's recovery in his own right is denied, it would be absurd to permit an administrator to recover for the parent's benefit. *Wolf, Admr.* v. *Railway* (1896) 55 Ohio St. 517, 45 N. E. 708; *cf. Davis* v. *Railroad* (1904) 136 N. C. 115, 48 S. E. 591; *contra, Wymore* v. *Mahaska Co.* (1889) 78 Iowa 396, 43 N. W. 264. But the administrator may recover for statutory beneficiaries who did not participate in the violation of the Act. See *Wolf, Admr.* v. *Railway, supra,* 537. Probably the instant case, however decided, would have little effect in securing compliance with the statute. A parent generally does not contemplate injuries to his child, and, on the other hand, a factory owner might willingly risk the payment of damages in the rare case where the employee is killed. The principal case is in accord with the weight of authority. *Kentucky Utilities Co.* v. *McCarty's Admr., supra; Dickenson* v. *Stuart Colliery Co., supra.*

INSURANCE—INSURABLE INTEREST OF VENDOR UNDER EXECUTORY CONTRACT OF SALE.—The plaintiff who was owner of a house, the insurance on which had been assigned to her, entered into a contract to sell it. Whether the purchase price had been received did not appear but before conveyance the building was destroyed by fire. In an acton against the insurer, *held,* the plaintiff could not recover. *Mahan* v. *Home Ins. Co.* (Mo. 1920) 226 S. W. 593.